divisible as to title, public policy must approve of the language of the court, that such rights are indivisible as to exercise.

VENDOR AND PURCHASER — VENDOR'S LIEN — AVAILABILITY TO THE BENEFICIARY OF THE CONTRACT OF SALE. — The vendor conveyed land to the vendee, taking in consideration the vendee's promise to pay the purchase price to the vendor's daughter. *Held*, that the daughter is entitled to a grantor's lien on the land. *Lenox* v. *Earls*, 185 S. W. 232 (Mo.)

The rationale of the doctrine of the grantor's lien has been variously stated. See 3 POMEROY, EQUITY JURISPRUDENCE, 3 ed., § 1250. It has most commonly been spoken of as a constructive trust. *Wilkinson* v. *May*, 69 Ala. 33. See 1 PERRY, TRUSTS, 6 ed., §§ 231, 232. But the theories on which this doctrine is generally supported have been strongly objected to. *Ahrend* v. *Odiorne*, 118 Mass. 261. See 3 POMEROY, EQUITY JURISPRUDENCE, 3 ed., §§ 1234, 1250. A theory not alluded to in the criticisms cited is that the trust is imposed to prevent fraud. *Ahrens* v. *Jones*, 169 N. Y. 555, 62 N. E. 666. But there can be no actual fraud in the making of a promise which one intends to keep. It is submitted that the better view is that the lien arises from a "natural judicial conception" that the thing sold should be security for the purchase price. See 3 POMEROY, EQUITY JURISPRUDENCE, 3 ed., § 1250. The decision of the principal case may very likely be dependent upon which view of the grantor's lien the court has taken. That of a constructive trust may allow the lien to arise in favor of a beneficiary whether or no the beneficiary is given a right at law for the purchase price. *Ahrens* v. *Jones*, *supra*. If, however, the lien is based on the idea that the thing sold should be security for the purchase price, it follows directly that the lien should benefit the person to whom the purchase price is due. Thus the result in the principal case can be reached only in those jurisdictions which give a sole beneficiary a right at law. The principal case is generally supported by those courts which allow a grantor's lien. *Zwingle* v. *Wilkinson*, 94 Tenn. 246, 28 S. W. 1096; *Pruitt* v. *Pruitt*, 91 Ind. 595.

BOOK REVIEWS

MODERN LEGAL PHILOSOPHY SERIES: VOLUME VII. MODERN FRENCH LEGAL PHILOSOPHY. By A. Fouillée, J. Charmont, L. Duguit, and R. Demogue; translated by Mrs. Franklin W. Scott and Joseph P. Chamberlain, with an editorial preface by Arthur W. Spencer and with introductions by John B. Winslow and F. P. Walton. Boston: The Boston Book Company, 1916. pp. lxvi, 578.

The volume is a mosaic. Part I ("A Brief Survey of Philosophy of Law in France") is made up of extracts from Fouillée's *L'Idée Moderne du Droit* and of eight chapters from Charmont's *La Renaissance du Droit Naturel*. Part II ("Some Important Points of View in Contemporary French Legal Philosophy") is made up of other extracts from Fouillée's *L'Idée Moderne du Droit*, from Duguit's *L'État: Le Droit Objectif et la Loi Positive*, and from Part I of Demogue's *Les Notions Fondamentales du Droit Privé*.

These extracts have the unity of time and place. They justify the title of the book. They are modern, they are French, and they are legal philosophy. Local color predominates. A discussion of such a general topic as free scientific research presupposes a system of law, like the French code, as the basis of reality upon which to rear a structure of philosophical speculation. While Demogue discusses security, liberty, and justice in most general terms, he usually has in mind a section of the French civil code, or a decision from one of the